

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MARIO MIRABAL,
Plaintiff,

v.

DEUTSCHE BANK NATIONAL TRUST COMPANY, et al.,
Defendants.

Civil Case No. 1:25-cv-07418-LJL-OTW
(Related Cases: 1:25-cv-07423-LJL-OTW; 1:25-cv-07419-LJL-OTW)

PLAINTIFF'S SUPPLEMENTAL MOTION IN SUPPORT OF RULE 60(b)
TO REQUIRE JUDICIAL REVIEW OF ADVANCED COMPUTATIONAL
FORENSIC ANALYSIS

Plaintiff Mario Mirabal respectfully submits this supplemental motion in support of the pending Rule 60(b) Motion to Vacate Transfer Order, to

ensure formal judicial review of the forensic analysis previously submitted to Chambers under the title “Supplemental Judicial Invitation to Apply Forensic Analysis of PSA and Assignment.”

This Motion is respectfully submitted to support the Court’s independent review of the record in this matter, particularly ECF Nos. 22 and 29. It proposes a non-technical, resource-light, and objective method for verifying the central fraud issue presented in this action.

While Plaintiff has presented hundreds of pages of filings and exhibits, the dispositive issue — whether the 2010 assignment of mortgage is legally valid under the terms of the governing Pooling & Servicing Agreement (PSA) — can be resolved by a straight-forward 5 minute advanced computational forensic analysis.

* (Da Silva Moore v. Publicis Groupe, 287 F.R.D. 182 (S.D.N.Y. 2012) The Court validated the admissibility of computational tools in high-volume forensic review under the Federal Rules of Evidence and Civil Procedure

Objective

To determine whether the assignment of Plaintiff’s mortgage, recorded in 2010 and executed by purported agents of IndyMac, was legally valid under the 2007 PSA governing the IndyMac INDX Mortgage Loan Trust 2007-AR5 and New York trust law.

Method

Any modern text-based intelligent analysis tool (e.g., OpenAI GPT, Grok,

Gemini) can perform this test.

Upload the following:

The full Pooling & Servicing Agreement — ECF No. 22

The 2010 Assignment of Mortgage — ECF No. 29

(Optionally include in addition to the 2010 assignment of mortgage any or all of the 11 assignments filed in the OSC response, spanning 2010–2025)

Then ask with this simple comparative prompt:

“Compare this 2007 Pooling and Servicing Agreement (which governs a securitized mortgage trust under New York law) with this 2010 Assignment of Mortgage. Based on the terms of the PSA and applicable New York trust law (EPTL § 7-2.4), does the assignment appear valid? Was the assigning entity legally authorized to issue this transfer at that time?”

Even a basic model will flag the legal impossibility:

The PSA closed in 2007.

IndyMac was placed into FDIC receivership in 2009.

The assignment is dated 2010.

The result will reveal — within minutes — that the assignment contradicts the PSA's mandatory closing timelines and trust conveyance structure.

Analytic Safeguard

This exercise is not a legal argument. It is a factual examination of whether the assignment complies with the PSA under its own terms. No additional doctrines (waiver, ratification, equitable estoppel, etc.) are required or appropriate at this stage. The inquiry concerns trust instrument compliance, not foreclosure defenses.

By conducting this test, the Court bypasses the structural opacity that too often clouds securitization fraud — where legal complexity substitutes for plain review of governing documents. Allowing the Court to directly examine the fraud predicate in under 5 minutes.

It is an exercise in institutional integrity.

Not to believe the Plaintiff — but simply to test the record.

RELIEF REQUESTED

Plaintiff respectfully requests that the Court:

(A) Formally acknowledge, review, conduct and rule upon the submitted

analysis as part of the Rule 60(b) evidentiary record; and

(B) Issue a determination as to whether the 2010 assignment of mortgage is legally consistent with the governing Pooling and Servicing Agreement and New York trust law.

Respectfully submitted,

Mario Mirabal

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December 20, 2025